

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 08	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 31	3. EFFECTIVE DATE JUL 16 2004	4. REQUISITION/PURCHASE REQ. NO. See Page 1a	5. PROJECT NO. (If applicable)
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS22-P/MCE	7. ADMINISTERED BY (If other than Item 6) MSFC Adm: PS22-P/Carol Terrell 256-544-6710	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) AI Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805		AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	
CODE 18279		CAGE CODE 004R1	
		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02047
			10B. DATED (SEE ITEM 13) 02/15/02

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

2. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 1a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR Clause, 43.243-2 Changes-Cost Reimbursement (Alternate II).
	OTHER (Specify type of modification and authority)

1. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Contract Value	Incentive Fee Available	Incentive Fee Earned	Unearned Incentive Fee	Total Sum Allotted
Previous	\$22,253,415	\$ -0-	\$22,253,415	\$970,890	\$23,224,305	\$342,222	\$625,448	\$3,220	\$21,276,860
This Mod	772,558	-0-	772,558	46,353	818,911	46,353	-0-	-0-	1,038,341
New Total	\$23,025,973	\$ -0-	\$23,025,973	\$1,017,243	\$24,043,216	\$388,575	\$625,448	\$3,220	\$22,315,201

See Page 2 for description.

*Unearned Fee is lost and therefore has not been added into the Contract Value amount above. The original contract value has been reduced by this amount in total to reflect the contract value as stated above.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

5A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Monica C. Williams
5B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED JUL 16 2004
(Signature of person authorized to sign)	BY Original Signed by (Signature of Contracting Officer)

<u>DCN</u>	<u>Appropriation</u>	<u>Amount</u>
4200072937	62-800-91-01-SAEX22004D-62TD05	\$91,589
4200072198	62-379-01-03-HSF542003D-62OS01	300
4200071504	62-103-01-86-12-SAEX22004D-62CD70	75,000
	62-376-60-10-SFCX22004D-62CD02	13,000
	62-761-10-01-SFCX22004D-62CD70	3,000
	62-376-60-10-SFCX22004D-62CD20	3,202
	62-FC400000-SFCX22004D-62ITSVCS	31,000
	62-635-20-02-SAEX22004D-62CD70	11,000
	62-635-20-02-SAEX22004D-62CD70	7,181
4200071483	62-SAEX22004D-62GAHRCS-FC400000	74,500
	62-SAEX22004D-62GAHRC4-FC400000	84,800
	62-SAEX22004D-62GAPA0C5-FC400000	304,400
	62-SAEX22004D-62GAPA0C6-FC400000	74,200
	62-SAEX22004D-62-CTRGA-FC400000	220,000
4200070070	62-800-91-01-SAT292003D-62TD05	40,000
4200073629	62-761-10-01-SFCX22004D-62CD70	5,169
	Total Obligations	1,038,341

This modification is issued pursuant to Clause B.2 ESTIMATED COST AND CONTRACT FEES and the "Limitation of Funds" clause.

The purpose of this modification is to rebaseline cost for Option Year 2 and to provide incremental funding pursuant to the "Limitation of Funds Clause", and the Contractor's letter dated July 12, 2004. The foregoing action is further implemented by the inclusion of the following changes:

Accordingly, the estimated cost and maximum incentive fee for Option Year 2, (A) Mission Schedule, is hereby increased by \$772,558 (from \$6,693,720 to \$7,466,278 and by \$46,353 (from \$301,718 to \$348,071), respectively.

B. Therefore, the contract is changed in the following particulars: Clause B.2, ESTIMATED COST AND CONTRACT FEES, is hereby deleted in its entirety and the revised Clause B.2, shown on enclosed replacement pages B-1 and B-2 is substituted in lieu thereof. A vertical line in the right-hand margin indicates the specific area(s) of change.

C. Therefore, the contract is changed in the following particulars: Clause B.5, CONTRACT FUNDING (1852.232-91 (JUN 1990)), is hereby deleted in its entirety and the revised Clause B.5, shown on enclosed replacement pages B-5 is substituted in lieu thereof. A vertical line in the right-hand margin indicates the specific area(s) of change.

D. All other terms and conditions remain unchanged and in full force and effect.

Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the change(s) and/or Contractor proposal(s) listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s) and/or for such additional obligations as may be required by this modification.

Contract Change Identification

Modification 31 to
Contract NAS8-02047

Contractor Proposal Number

Rebaseline cost for
Option Year 2

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.

(b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.

(1) Mission Schedule will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.

(2) IDIQ Schedule will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Est. Cost</u>	<u>Provisional Est. Cost</u>	<u>Minimum Incentive Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Value</u>
Base Year	(A) Mission	02/15/02-2/14/03	\$ 6,770,675	0	0	\$ 266,693	\$ 7,037,368
Base Year	(B) Schedule	02/15/02-2/14/03	\$ 264,304	0	0	\$ 15,858	\$ 280,162
Option Yr. 1	(A) Mission	02/15/03-2/14/04	\$ 7,810,268	0	0	\$ 343,754	\$ 8,154,022
Option Yr. 1	(B) Schedule	02/15/03-2/14/04	\$ 39,376	0	0	\$ 2,363	\$ 41,739
Option Yr. 2	(A) Mission	02/15/04-2/14/05	\$ 7,466,278	0	0	\$ 348,071	\$ 7,814,349
Option Yr. 2	(B) Schedule	02/15/04-2/14/05	\$ 675,072	0	0	\$ 40,504	\$ 715,576

Option Yr. 3	(A) Mission	02/15/05-2/14/06	\$ 6,830,018	0	0	\$ 310,438	\$ 7,140,456
Option Yr. 3	(B) Schedule	02/15/05-2/14/06	\$ 100,000	0	0	\$ 6,000	\$ 106,000
Option Yr. 4	(A) Mission	02/15/06-2/14/07	\$ 6,963,504	0	0	\$ 318,985	\$ 7,282,489
Option Yr.4	(B) Schedule	02/15/06-2/14/07	\$ 100,000	0	0	\$ 6,000	\$ 106,000

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Maximum Available Incentive Fee</u>	<u>Incentive Fee Earned</u>	<u>Unearned Incentive Fee Earned</u>
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04	\$204,102		
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	\$ 14,671		
		08/15/03-02/14/04	\$ 14,670		
Option Yr. 2	(A) Mission	02/15/04-08/14/04	\$150,859		
		08/15/03-02/14/05	\$150,859		
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	\$ 3,000		
		08/15/04-02/14/05	\$ 3,000		
Option Yr. 3	(A) Mission	02/15/05-08/14/05	\$155,219		
		08/15/05-02/14/06	\$155,219		
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05	\$ 3,000		
		08/15/05-02/14/06	\$ 3,000		
Option Yr. 4	(A) Mission	02/15/06-08/14/06	\$159,493		
		08/15/06-02/14/07	\$159,492		
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	\$ 3,000		
		08/15/06-02/14/07	\$ 3,000		

(End of clause)

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990))

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$20,912,491. This allotment is for Customer and Employee Relations (CaER) Directorate Support Services and covers the following estimated period of performance: February 15, 2002 through December 24, 2004.

(b) An additional amount of \$1,402,710 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$20,117,010	\$795,481	\$20,912,491
Provisional Incentive Fee	534,402	242,860	777,262
Incentive Fee Earned	<u>625,448</u>	<u> </u>	<u>625,448</u>
Total Sum Allotted	\$21,276,860	\$1,038,341	\$22,315,201

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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